

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

T. ROWE PRICE TAX-FREE HIGH YIELD  
FUND, INC., SMITH BARNEY INCOME  
FUNDS/SMITH BARNEY MUNICIPAL  
HIGH INCOME FUND, DRYDEN  
NATIONAL MUNICIPALS FUND, INC.,  
LOIS AND JOHN MOORE and ACA  
FINANCIAL GUARANTY CORPORATION

*Plaintiffs,*

v.

KAREN M. SUGHRUE, GARRY L. CRAGO,  
JEAN W. CHILDS, PAULA EDWARDS  
COCHRAN, G. STEVENS DAVIS, JR.,  
JULIA B. DEMOSS, WILLIAM R. DILL,  
LESLIE A. FERLAZZO, JOYCE SHAFFER  
FLEMING, ERIC W. HAYDEN,  
CATHERINE CHAPIN KOBACKER, ANNE  
MARCUS, CELESTE REID, RICHARD J.  
SHEEHAN, JR., JOSEPH SHORT,  
GREGORY E. THOMAS, SUSAN K.  
TURBEN, DONALD W. KISZKA and  
ADVEST, INC.,

*Defendants.*

Civil Action No. 04-11667 RGS

Consolidated into

Civil Action No. 05-10176-RGS\*

**PLAINTIFFS' MOTION TO STRIKE IN SUPPORT OF THEIR OPPOSITION TO  
DEFENDANTS' MOTIONS TO DISMISS**

The Institutional Bondholders, the Moores and ACA move to strike the Affidavit of Karen M. Sughrue, Exhibit 4 to the Memorandum in Support Of Bradford Defendants' Motion to Dismiss and Paragraph 11 of the Bradford Defendants' Motion To Dismiss the Amended Complaint (as well as Argument I.A.4 of their memorandum in support of said motion) on the grounds that they are not properly

before the Court in its consideration of Defendants' Motions To Dismiss. In support thereof, Plaintiffs state as follows:

1. In ruling on a motion to dismiss pursuant to Fed.R.Civ.P. 12(b)(6) the Court should only consider the allegations of the complaint, the documents (if any) incorporated therein, matters of public record, and other matters of which the court may take judicial notice. Banco Santander de Puerto Rico v. Lopez-Stubbe (In re Colonial Mortgage Bankers, Corp.), 324 F.3d 12, 16 (1<sup>st</sup> Cir. 2003).

2. In support of their motions to dismiss the Bradford Defendants have filed an affidavit of Karen M. Sughrue and an excerpt from the book Liberal Arts Colleges: Surviving, Thriving or Endangered? by David W. Breneman (Exhibit 4 to the Memorandum In Support Of Bradford Defendants' Motion To Dismiss). These materials are not the type that may be considered on a motion to dismiss and should be stricken from the record.

3. Paragraph 11 of the Bradford Defendants' Motion to Dismiss the Amended Complaint and Argument I.A.4 of their memorandum in support is entitled "Count IV is Barred by the Four Year Statute of Repose."

4. Each of the Bradford Defendants have executed the Standstill and Tolling Agreement and Second Standstill and Tolling Agreement to which the Plaintiffs are either signatories or beneficiaries. Copies of the agreements are attached as Exhibits 1 and 2. In paragraph 1 of each of the agreements, the Bradford Defendants agreed to waive their rights to enforce statutes of limitation and statutes of repose against the Plaintiffs in exchange for Plaintiffs' dismissal of an earlier lawsuit and Plaintiffs' agreement not to file any lawsuit against the Bradford Defendants for a specified period of time. In addition, paragraph 1 of each agreement contains the following provision:

Each Potential Defendant hereby agrees and acknowledges that he, she or it shall not plead or raise and is estopped from pleading or raising the period of time during the Tolling Period as part of a defense of bar based upon any Limitations Period with respect to any Claim.

5. Argument I.A.4 violates the Bradford Defendants' agreement not to plead or raise any statute of limitation or statute of repose against the Plaintiffs' claims. Plaintiffs are entitled to specific performance of the agreement the Bradford Defendants have breached, which is best accomplished by striking the offending argument.

Wherefore, for the reasons set forth above, this Court should strike:

1. the Affidavit of Karen M. Sughrue;
2. Exhibit 4 to the Memorandum in Support Of Bradford Defendants' Motion to Dismiss; and
3. Paragraph 11 and of the Bradford Defendants' Motion To Dismiss the Amended Complaint and Argument I.A.4 of the memorandum in support of said motion.

T. ROWE PRICE TAX-FREE HIGH YIELD FUND,  
INC., SMITH BARNEY INCOME FUNDS/SMITH  
BARNEY MUNICIPAL HIGH INCOME FUND,  
DRYDEN NATIONAL MUNICIPALS FUND, INC.,  
LOIS and JOHN MOORE, and ACA FINANCIAL  
GUARANTY CORPORATION

By their attorneys,

/s/ Michael Tabb

Thomas Hoffman, Esq. BBO # 237320

Thomas Greene, Esq. BBO# 210020

Michael Tabb, Esq. BBO # 491310

Greene & Hoffman, P.C.

125 Summer Street, 14th Floor

Boston, Massachusetts 02110

(617) 261-0040

Dated: May 2, 2005

**CERTIFICATE OF CONFERENCE**

Pursuant to Local Rule 7.1(a)(2), I, Michael Tabb, counsel for the Plaintiffs, certify that I have conferred with the Bradford Defendants' counsel in good faith to resolve or narrow the issues presented by the Plaintiffs' Motion to Strike in Support of their Opposition to Defendants' Motions to Dismiss.

/s Michael Tabb

Michael Tabb

# Exhibit 1

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## STANDSTILL AND TOLLING AGREEMENT

This Standstill and Tolling Agreement (the "Agreement") dated as of November 1, 2000 is made and entered into by and among Bradford College (the "College"), those present or former trustees and/or officers of the College who join in this agreement by execution hereof (collectively, the "D&O"), Advest, Inc. ("Advest", and together with the College and the D&O, the "Potential Defendants")), ACA Financial Guaranty Corporation ("ACA"), T. Rowe Price Tax-Free High Yield Fund ("T Rowe"), Smith Barney Municipal High Income Fund ("SSB") and Prudential Municipal Series Fund - Massachusetts Series ("Prudential", and together with ACA, T Rowe and SSB, the "Bondholders"). The Bondholders and the Potential Defendants are collectively referred to herein as the "Parties".

### WITNESSETH :

WHEREAS, the College is indebted to the Bondholders as beneficial holders of the MIFA Revenue Bonds, Bradford College Issue, Series 1998, issued by the College (the "Bonds"), pursuant to a Loan and Trust Agreement dated May 1, 1998 among the College, MIFA and Chittenden Trust Company as indenture trustee (the "Indenture Trustee"); and

WHEREAS, the Bondholders have information that may support claims against the Potential Defendants, and the Potential Defendants deny that there are any such claims; and

WHEREAS, the Bondholders and the College are engaged in negotiations regarding the Bonds and a possible sale of substantially all of the assets of the College, and the Parties desire to continue (and in the case of Advest and the D&O, to facilitate) such negotiations, and all the parties desire to avoid the need for litigation at the present time; and

WHEREAS, the Bondholders are desirous of preserving any causes of action that they may have and are willing to forbear from commencing litigation against the Potential Defendants, possibly including class-action litigation on behalf of all persons who purchased Bonds, only upon agreement that any statutes of limitation, statutes of repose, laches, discovery periods or similar time bars or any other condition of law whether statutory or not, requiring the bringing of an action within a period of time or other requirements imposed by any rule of court under State or Federal law (collectively the "Limitations Periods") relating to the Claims (as that term is defined below) will be tolled as provided below; and

WHEREAS, the Bondholders are relying on the agreements and representations of the Potential Defendants in this Agreement in determining not to seek remedies against the Potential Defendants at this time; and

WHEREAS, the Bondholders and the Potential Defendants desire to make third-party beneficiaries of this Agreement (without, however, giving any such persons other than the Bondholders the right to consent to amendment or waiver thereof) all the following persons: (i) all purchasers (whether of record or beneficially) of Bonds at any time on or after May 1, 1998; (ii) recordholders and beneficial owners of bonds at any time from May 1, 1998 through the present; and (iii) the College and the Attorney General of the Commonwealth of Massachusetts (the "AG").

NOW, THEREFORE, for good, valuable, fair and reasonably equivalent consideration, the receipt of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Tolling. Each of the Potential Defendants agrees that, with respect to any claim, right, liability or cause of action that could be initiated directly by any Beneficiary (as that term is defined in Section 4) or derivatively on behalf of any Beneficiary of this Agreement, or by any Beneficiary's successors or assigns as provided in Section 8, against any Potential Defendant, including but not limited to any of the foregoing for misrepresentation or for breach of fiduciary duty under the federal securities laws, the so-called blue-sky laws of Massachusetts, or any other federal, state or local law, whether statutory or not, arising out of or relating in any manner to the Bonds or the issuance thereof, Massachusetts statutory law, or the common law (the foregoing are collectively the "Claims"), the time periods for commencing any Action (as that term is defined in Section 5) and the deadline for extinguishment of any such Action under applicable law, be, and hereby are, tolled for the Tolling Period provided in Section 3 of this Agreement. Each of the Potential Defendants, for itself and its successors and assigns, hereby stipulates and agrees that the Tolling Period shall be excluded from any Limitations Period and not considered in any determination of the timelines of commencement of any Action with respect to the Claims. Each Potential Defendant hereby agrees and acknowledges that he, she, or it shall not plead or raise and is estopped from pleading or raising the period of time during the Tolling Period as part of a defense or bar based upon any Limitations Period with respect to any Claim.

2. This Agreement shall be, and hereby is, effective as of November 1, 2000 (the "Effective Date") as to each Potential Defendant who joins in this agreement by such Potential Defendant's execution hereof. This Agreement shall be effective as to each Potential Defendant who joins in this Agreement without regard to whether any or all of the other Potential Defendants join in this Agreement.

3. With respect to each Potential Defendant, the tolling of time periods provided for in Section 1 of this Agreement shall commence on the Effective Date and shall terminate (the "Termination Date") on the latter of July 2, 2001 or the forty-fifth (45th) day after such Potential Defendant delivers a written notice of termination (a "Termination Notice") addressed to each of the Bondholders and at the Notice Addresses set forth beneath their signatures, *infra*, in accordance with Section 9 hereof. The period from the Effective Date to the respective Termination Date for such Potential Defendant shall be the "Tolling Period" for such Potential Defendant. Termination with respect to any particular Potential Defendant shall not cause termination of this Agreement with respect to any other Potential Defendant.

4. The following persons are intended beneficiaries (collectively the "Beneficiaries") of this Agreement: (i) purchasers (whether of record or beneficially) of Bonds at any time on or after May 1, 1998, (ii) recordholders and beneficial owners of Bonds at any time from May 1, 1998 through the present, (iii) the Bondholders and (iv) the College and the AG. Subject to Section 7, such persons are entitled to the benefit of, and to enforce, the tolling, stipulations and agreements set forth in Section 1 of this Agreement as well as all other provisions of this Agreement.



5. In consideration of the Potential Defendant's agreements set forth above, the Bondholders agree not to commence any civil actions, proceeding (including arbitral proceeding) or litigation against a Potential Defendant (collectively an "Action") with respect to the Claims until the first to occur of July 2, 2001 or following receipt of a Termination Notice with respect to that Potential Defendant (the foregoing is the "Standstill Period"). Except for the Bondholders' agreement not to commence any action during the Standstill Period, all rights and remedies of the Bondholders and other Beneficiaries with respect to the bringing of any Action with respect to the Claims are not impaired hereby and are preserved.

6. This Agreement shall not operate as an admission of, or evidence of, liability or wrongdoing of any nature by any Potential Defendant, or that there is any element of or basis for any Claim against any of the Potential Defendants.

7. This Agreement may be amended, changed, modified, supplemented, released or discharged, in whole or in part, as between any particular Potential Defendant, on the one hand, and the Beneficiaries, on the other hand; provided, however, that such an amendment, change, modification, supplement, release or discharge must be signed by the particular Potential Defendant whose rights under this Agreement are being altered and by the Bondholders. The rights of the third-party beneficiaries of this Agreement may be amended, changed, modified, supplemented, released or discharged, in whole or in part, upon the written consent of the Bondholders.

8. This Agreement is binding on and inures to the benefit of the Potential Defendants and their successors and assigns including their successors and assigns by operation of law, their bankruptcy estates, any chapter 7 or 11 trustee and any other estate representative, trustee, receiver or conservator in insolvency proceedings. No Potential Defendant may assign this Agreement without the prior written consent of the Bondholders. This Agreement is binding on and inures to the benefit of each of the Beneficiaries and the Bondholders and their successor and assigns; provided, that any Bondholder may freely assign its rights under this Agreement to any party to whom it sells all or any portion of its interest in any Bonds held by it, or with whom such Bondholder reinsures its risk as an insurer of Bonds, and such Bondholder's rights under this Agreement shall be preserved to the extent that it retains or continues to insure any Bonds; and, provided, further, that the rights conferred upon the third-party beneficiaries of this Agreement shall automatically devolve upon any duly appointed successors or assigns of them, as the case may be.

9. All notices required or permitted to be given under the Agreement shall be in writing. Notices may be delivered: (a) by certified or registered mail; (b) by nationally recognized overnight courier; (c) by facsimile, provided such notice is also sent by the sender by any of the methods referenced in (a) or (b); or (d) personally. Couriers, mailed or personally delivered notices shall be deemed delivered when actually delivered as addressed, or if the addressee refuses delivery, when presented for delivery notwithstanding such refusal. Notices sent by facsimile shall be deemed delivered when sent, with electronic confirmation of receipt evidencing the same, provided such notice is also sent by the sender by any of the methods referenced in (a) or (b). Unless a Party changes its address by giving notice to the other Parties as provided herein, notices shall be delivered to the Parties at the addresses and to the attention of the Parties set forth below:



Potential Defendants: In each case, at the address listed for such Potential Defendant with its signature hereon, with a copy to any person, as set forth in the Notice Address for such Potential Defendant set forth beneath its signature.

Bondholders: In each case, at the address listed for such Bondholder with its signature hereon, with a copy to Ropes & Gray, as set forth in the Notice Address for such Bondholder set forth beneath its signature.

10. Each of the Parties hereto hereby represents and warrants that this Agreement is its legal, valid and binding obligation and agrees not to contest the enforceability of this Agreement in any bankruptcy or insolvency proceeding or Action. The Parties have entered into this Agreement freely and voluntarily, after having consulted with counsel and after having the terms of this Agreement explained to them by counsel. The Parties appreciate and understand the terms contained in this Agreement and are fully satisfied therewith. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of its other provisions, and it is the intent of the Parties that this Agreement be given effect to the maximum extent possible.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement is an agreement under seal, and shall be governed by the internal laws of The Commonwealth of Massachusetts.

T. ROWE PRICE TAX-FREE HIGH YIELD FUND, INC.

By: \_\_\_\_\_  
Title:

Bonds: \$ \_\_\_\_\_

Notice Address:

c/o T. Rowe Price Associates, Inc.  
100 East Pratt Street  
Baltimore, Maryland 21202  
Telecopier: 410-345-4672  
Attention: C. Stephen Wolfe, II  
Trish Deford

Copy to:

T. Rowe Price Associates, Inc.  
100 East Pratt Street  
Baltimore, Maryland 21202  
Telecopier: 410-345-6575  
Attention: Laura Chasney, Esq.

-and-

Ropes & Gray  
One International Place  
Boston, Massachusetts 02110  
Telecopier: 617-951-7050  
Attention: Steven T. Hoort, Esq.

[Tolling #1]

ACA FINANCIAL GUARANTY CORPORATION

By: \_\_\_\_\_

Title:

Bonds: \$ \_\_\_\_\_

Notice Address:

140 Broadway  
New York, New York 10005  
Telecopier: 212-375-2100  
Attention: Elizabeth Hill  
William J. Hogan

Copies to:

American Capital Access  
140 Broadway  
New York, New York 10005  
Telecopier: 212-375-2302  
Attention: Kathleen G. Cully, Esq.

-and-

American Capital Access  
7315 Wisconsin Avenue  
Bethesda, Maryland 20814  
Telecopier: 301-657-7722  
Attention: G. Richard Dent, Esq.

-and-

Ropes & Gray  
One International Place  
Boston, Massachusetts 02110  
Telecopier: 617-951-7050  
Attention: Steven T. Hoort, Esq.

[Tolling #2]

SMITH BARNEY MUNICIPAL HIGH INCOME FUND

By: \_\_\_\_\_  
Title:

Bonds: \$ \_\_\_\_\_

Notice Address:

c/o SSB Citi Asset Management Group  
388 Greenwich Street  
New York, New York 10013  
Telecopier: 212-816-5134  
Attention: Brendan W. Phalen

Copy to:

Ropes & Gray  
One International Place  
Boston, Massachusetts 02110  
Telecopier: 617-951-7050  
Attention: Steven T. Hoort, Esq.

[Tolling #3]

PRUDENTIAL MUNICIPAL SERIES FUND - MASSACHUSETTS SERIES

By: The Prudential Investment Corporation, its investment adviser

By: \_\_\_\_\_

Title: \_\_\_\_\_

Bonds: \$ \_\_\_\_\_

Notice Address:

c/o Prudential Investments  
Fixed Income Research  
2 Gateway Center  
Newark, New Jersey 07102  
Telecopier: 973-802-3181  
Attention: Gyliane Morgan

Copies to:

Prudential Investment Corporation  
Legal Department  
2200 Ross Avenue, Suite 4200E  
Dallas, Texas 75201  
Telecopier: 214-720-6296  
Attention: William H. Bulmer, Esq.

-and-

Ropes & Gray  
One International Place  
Boston, Massachusetts 02110  
Telecopier: 617-951-7050  
Attention: Steven T. Hoort, Esq.

[Tolling #4]

BRADFORD COLLEGE

By: \_\_\_\_\_  
Title:

Notice Address:

320 South Main Street  
Bradford, Massachusetts 01835  
Telecopier: 978-372-5370  
Attention: President

Copy to:

Gadsby & Hannah LLP  
225 Franklin Street  
Boston, Massachusetts 02110  
Telecopier: 617-345-7050  
Attention: Charles A. Dale, III, Esq.

[Tolling #5]

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ADVEST, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Telecopier: \_\_\_\_\_

Attention: \_\_\_\_\_

Copy to: \_\_\_\_\_

[Counsel]

\_\_\_\_\_  
\_\_\_\_\_  
Telecopier: \_\_\_\_\_

Attention: \_\_\_\_\_

[Tolling #6]



TO :  
FROM : DILL = VOICE PHONE NO.: 207 781 2951

PHONE NO. :

FAX

NOV. 18. 2000 1:36AM P 1  
PHONE NO. : 207 781 7821

Name: William R Dill  
Signature: William R Dill

Notice Address:

                    , Massachusetts                       
Telecopier:                     

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

→ Chad Dale

NOV 17 '00 02:21PM

P.2/2

Tolling #6]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Karen M. SUGHRUE

Signature: Karen M. Sughrue

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_

Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP

60 State Street


Boston, Massachusetts 02109

Telecopier: 617-562-6000

Attention: Hugh R. Jones, Jr., Esq

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: GREGORY E. THOMAS

Signature: 

Notice Address:

P.O. Box 1891  
Andover, Massachusetts 01810  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

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11/20/00 09:16 8142385539  
11/17/00 14:29 FAX 617 345 7050

JOHN COX  
GADSBY HANNAH

013/013

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: MARGARET A. COX

Signature: Margaret A. Cox

Notice Address:

GADSBY & Hannah  
Boston, Massachusetts 02110  
Telecopier: 617 345-7050

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

Nov 19 00 05:56p

Darrell L. DeMoss

215.546.3331

p.2

## PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Julia B. DeMossSignature: Julia B. DeMoss

## Notice Address:

                    , Massachusetts                       
Telecopier:                     

## Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

From:

to 617-204-8060

at 11/20/2000 12:30 PM

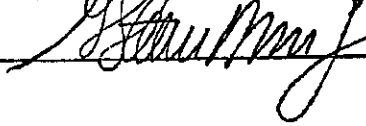
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PRESENT OR FORMER OFFICERS AND TRUSTEES

Name:

G. STEVENS DAVIS

Signature:



Notice Address:

3 Dorian Drive

Bradford, Massachusetts 01835

Telecopier: 617-346-4819

Copy to:

Hale & Dorr LLP

60 State Street

Boston, Massachusetts 021 09

Telecopier: 617-562-6000

Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

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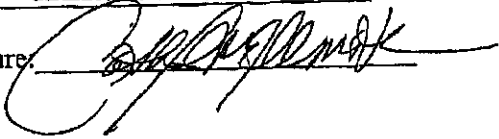
11/20/00 15:53 FAX 2036612708

FIRST RESERVE CORP

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PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Cathleen M. Ellsworth

Signature: 

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]



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COHEN LAW OFFICE

PAGE 01

PRESENT OR FORMER OFFICERS AND TRUSTEES

*Donald W. Kissel*  
*FORMER VICE PRESIDENT & TREASURER of*  
Name: *BRAEFORD COLLEGE*

Signature: *Donald W. Kissel*

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Joe N. SHORT

Signature: Joe N. Short

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: CELESTE REID LEE

Signature: *Celeste Reid Lee*

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

11/17/00 14:42 FAX 617 345 7050

GADSBY HANNAH

to Chad Dale

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: ERIC W. HANSEN

Signature: Eric W. Hansen

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_

Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP

60 State Street

Boston, Massachusetts 02109

Telecopier: 617-562-6000

Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

NOV 27 2000

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Susan H. Turpen, Ph.D.

Signature: Susan H. Turpen

Notice Address: 8966 Booth Rd.  
Meritt OH 44060

\_\_\_\_\_, Massachusetts \_\_\_\_\_

Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP

60 State Street

Boston, Massachusetts 02109

Telecopier: 617-562-6000

Attention: Hugh R. Jones, Jr., Esq

FAX 440 585 9960  
PHONE 440 585 9097  
HOME 440 256 3296

[Tolling #7]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Page Upson MARCUS

Signature: Page Upson Marcus

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

11/28/2000 10:08 7819447213  
11/27/00 10:23 FAX 617 345 7050

BRENDA SMITH  
GADSBY HANNAH

PAGE 01  
010

BRADFORD COLLEGE

By: Brenda E. Smith  
Title: VP for Administration & Finance

Notice Address:

320 South Main Street  
Bradford, Massachusetts 01835  
Telecopier: 978-372-5370  
Attention: President

Copy to:

Gadsby & Hannah LLP  
225 Franklin Street  
Boston, Massachusetts 02110  
Telecopier: 617-345-7050  
Attention: Charles A. Dale, III, Esq.

[Tolling #5]

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PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Paula E. Cochean

Signature: Paula E. Cochean

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_

Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

## PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: JEAN W. CHILDSSignature: Jean W. Childs

## Notice Address:

                    , Massachusetts  
Telecopier:                     

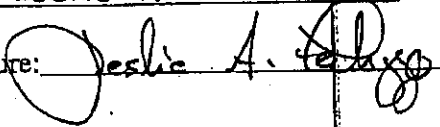
## Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: LESLIE A. FERLAZZO

Signature: 

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_

Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP

60 State Street

Boston, Massachusetts 02109

Telecopier: 617-562-6000

Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

## PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Joyce Schaffter FlemingSignature: Joyce Schaffter Fleming

Notice Address: Joyce Fleming  
90 Hugh R. Jones, Jr., Esq.  
Hale & Dorr LLP  
60 STATE STREET  
BOSTON, Massachusetts 02109  
Telecopier: 617-562-6000

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Richard J. Sheehan Jr

Signature: [Handwritten Signature]

Notice Address:

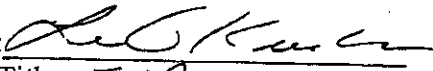
\_\_\_\_\_, Massachusetts  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-562-6000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

ADVEST, INC.

By:   
Title: EVP, General Counsel

Notice Address:

Advest, Inc.  
90 State House Square  
Hartford, CT 06103  
Telecopier: 860-509-2143  
Attention: Lee G. Kuckro, General Counsel

[Tolling #5]

# Exhibit 2

---



Second Standstill and Tolling Agreement

This Second Standstill and Tolling Agreement (the "Agreement") dated as of June 22, 2001 is made and entered into by and among Bradford College (the "College"), those present or former trustees and/or officers of the College who join in this agreement by execution hereof (collectively, the "D&O"), Advest, Inc. ("Advest", and together with the College and the D&O, the "Potential Defendants"), ACA Financial Guaranty Corporation ("ACA"), T. Rowe Price Tax-Free High Yield Fund ("T Rowe"), Smith Barney Municipal High Income Fund ("SSB") and Prudential Municipal Series Fund - Massachusetts Series ("Prudential", and together with ACA, T Rowe and SSB, the "Bondholders"). The Bondholders and the Potential Defendants are collectively referred to herein as the "Parties".

WITNESSETH :

WHEREAS, the College is indebted to the Bondholders as beneficial holders of the MIFA Revenue Bonds, Bradford College Issue, Series 1998, issued by the College (the "Bonds"), pursuant to a Loan and Trust Agreement dated May 1, 1998 among the College, MIFA and Chinenden Trust Company as indenture trustee (the "Indenture Trustee"); and

WHEREAS, the Bondholders have information that may support claims against the Potential Defendants, and the Potential Defendants deny that there are any such claims; and

WHEREAS, the Bondholders and the College are engaged in negotiations regarding the Bonds and a possible sale of substantially all of the assets of the College, and the Parties desire to continue (and in the case of Advest and the D&O, to facilitate) such negotiations, and all the parties desire to avoid the need for litigation at the present time; and

WHEREAS, the Bondholders are desirous of preserving any causes of action that they may have and are willing to forbear from commencing litigation against the Potential Defendants, possibly including class-action litigation on behalf of all persons who purchased Bonds, only upon agreement that any statutes of limitation, statutes of repose, laches, discovery periods or similar time bars or any other condition of law whether statutory or not, requiring the bringing of an action within a period of time or other requirements imposed by any rule of court under State or Federal law (collectively the "Limitations Periods") relating to the Claims (as that term is defined below) will be tolled as provided below; and

WHEREAS, the Parties have previously entered into a certain Standstill and Tolling Agreement (the "Original Tolling Agreement") dated as of November 1, 2000 (the "Original Tolling Date"), as amended, which remains in full force and effect as of the date hereof but which in the absence of this Agreement could commence to expire on or after July 2, 2001; and

WHEREAS, in reliance on the Original Tolling Agreement, the Parties previously stipulated to the dismissal without prejudice pursuant to Fed. R. Civ. P. Rules 41(a)(2) and 23(e) of the complaint in the case of T. Rowe Price Tax-Free High Yield Fund, Inc., and Smith Barney Municipal High Income Fund, on behalf of themselves and all others similarly situated, and

ACA Financial Guaranty Corporation v. Karen M. Sughrue, Garry L. Crago, Jean W. Childs, Paula Edwards Cochran, G. Stevens Davis, Jr., Julia B. DeMoss, William R. Dill, Leslie A. Ferlazzo, Joyce Shaffer Fleming, Eric W. Hayden, Catherine Chapin Kobacker, Anne Marcus, Celeste Reid, Richard J. Sheehan, Jr., Joseph Short, Gregory E. Thomas, Susan K. Turben, Donald W. Kiszka, Bradford College and Advest, Inc., C.A. No. 00-12408-NG (U.S.D.C. D. Mass.) (the "Original Action"), and said Original Action has now been dismissed without prejudice; and

WHEREAS, the Parties by this Agreement intend to further postpone the commencement of litigation against the Potential Defendants;

WHEREAS, the Bondholders are relying on the agreements and representations of the Potential Defendants in this Agreement in determining not to seek remedies against the Potential Defendants at this time; and

WHEREAS, the Bondholders and the Potential Defendants desire to make third-party beneficiaries of this Agreement (without, however, giving any such persons other than the Bondholders the right to consent to amendment or waiver thereof) all the following persons: (i) all purchasers (whether of record or beneficially) of Bonds at any time on or after May 1, 1998; (ii) recordholders and beneficial owners of bonds at any time from May 1, 1998 through the present; and (iii) the College and the Attorney General of the Commonwealth of Massachusetts (the "AG").

NOW, THEREFORE, for good, valuable, fair and reasonably equivalent consideration, the receipt of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Tolling. Each of the Potential Defendants agrees that, with respect to any claim, right, liability or cause of action that could, as of the Original Tolling Date, be initiated directly by any Beneficiary (as that term is defined in Section 4) or derivatively on behalf of any Beneficiary of this Agreement, or by any Beneficiary's successors or assigns as provided in Section 8, against any Potential Defendant, including but not limited to any of the foregoing for misrepresentation or for breach of fiduciary duty under the federal securities laws, the so-called blue-sky laws of Massachusetts, or any other federal, state or local law, whether statutory or not, arising out of or relating in any manner to the Bonds or the issuance thereof, Massachusetts statutory law, or the common law (the foregoing are collectively the "Claims"), the time periods for commencing any Action (as that term is defined in Section 5) and the deadline for extinguishment of any such Action under applicable law, be, and hereby are, tolled for the Tolling Period provided in Section 3 of this Agreement. Each of the Potential Defendants, for itself and its successors and assigns, hereby stipulates and agrees that the Tolling Period shall be excluded from any Limitations Period and not considered in any determination of the timelines of commencement of any Action with respect to the Claims. Each Potential Defendant hereby agrees and acknowledges that he, she, or it shall not plead or raise and is estopped from pleading or raising the period of time during the Tolling Period as part of a defense or bar based upon any Limitations Period with respect to any Claim.

2. This Agreement shall be, and hereby is, effective as of the Original Tolling Date as to each Potential Defendant who joins in this agreement by such Potential Defendant's execution hereof. This Agreement shall be effective as to each Potential Defendant who joins in this Agreement without regard to whether any or all of the other Potential Defendants join in this Agreement. This Agreement shall not apply to any causes of action that the respective Bondholders may have had and for which, if any, as of the Original Tolling Date the applicable Limitations Periods for the respective cause of action had already passed.

3. With respect to each Potential Defendant, the tolling of time periods provided for in Section 1 of this Agreement shall commence on the Original Tolling Date and shall terminate (the "Termination Date") on the later of July 30, 2002 or the forty-fifth (45th) day after such Potential Defendant delivers a written notice of termination (a "Termination Notice") addressed to each of the Bondholders and at the Notice Addresses set forth beneath their signatures, infra, in accordance with Section 9 hereof. The period from the Original Tolling Date to the respective Termination Date for such Potential Defendant shall be the "Tolling Period" for such Potential Defendant. Termination with respect to any particular Potential Defendant shall not cause termination of this Agreement with respect to any other Potential Defendant.

4. The following persons are intended beneficiaries (collectively the "Beneficiaries") of this Agreement: (i) purchasers (whether of record or beneficially) of Bonds at any time on or after May 1, 1998, (ii) recordholders and beneficial owners of Bonds at any time from May 1, 1998 through the present, (iii) the Bondholders and (iv) the College and the AG. Subject to Section 7, such persons are entitled to the benefit of, and to enforce, the tolling, stipulations and agreements set forth in Section 1 of this Agreement as well as all other provisions of this Agreement.

5. In consideration of the Potential Defendant's agreements set forth above, and excepting only the Original Action which has been dismissed without prejudice, the Bondholders agree not to commence any civil actions, proceeding (including arbitral proceeding) or litigation against a Potential Defendant (collectively an "Action") with respect to the Claims until the first to occur of June 30, 2002 or following receipt of a Termination Notice with respect to that Potential Defendant (the foregoing is the "Standstill Period"). As used herein, the term "Action" shall not include (and shall not preclude the bringing of) any action or proceeding against the College or the real or personal property of the College to enforce the rights to payment of principal, interest or premium, if any, on the Bonds or to foreclose or otherwise realize upon any collateral which secures such right to payment (an "Enforcement Action"). Except for the Bondholders' agreement not to commence any Action during the Standstill Period, all rights and remedies of the Bondholders and other Beneficiaries with respect to the bringing of any Action with respect to the Claims and with respect to any Enforcement Action are not impaired hereby and are preserved.

6. This Agreement shall not operate as an admission of, or evidence of, liability or wrongdoing of any nature by any Potential Defendant, or that there is any element of or basis for any Claim against any of the Potential Defendants.

7. This Agreement may be amended, changed, modified, supplemented, released or discharged, in whole or in part, as between any particular Potential Defendant, on the one hand, and the Beneficiaries, on the other hand; provided, however, that such an amendment, change, modification, supplement, release or discharge must be signed by the particular Potential Defendant whose rights under this Agreement are being altered and by the Bondholders. The rights of the third-party beneficiaries of this Agreement may be amended, changed, modified, supplemented, released or discharged, in whole or in part, upon the written consent of the Bondholders.

8. This Agreement is binding on and inures to the benefit of the Potential Defendants and their successors and assigns including their successors and assigns by operation of law, their bankruptcy estates, any chapter 7 or 11 trustee and any other estate representative, trustee, receiver or conservator in insolvency proceedings. No Potential Defendant may assign this Agreement without the prior written consent of the Bondholders. This Agreement is binding on and inures to the benefit of each of the Beneficiaries and the Bondholders and their successor and assigns; provided, that any Bondholder may freely assign its rights under this Agreement to any party to whom it sells all or any portion of its interest in any Bonds held by it, or with whom such Bondholder reinsures its risk as an insurer of Bonds, and such Bondholder's rights under this Agreement shall be preserved to the extent that it retains or continues to insure any Bonds; and, provided, further, that the rights conferred upon the third-party beneficiaries of this Agreement shall automatically devolve upon any duly appointed successors or assigns of them, as the case may be.

9. All notices required or permitted to be given under the Agreement shall be in writing. Notices may be delivered: (a) by certified or registered mail; (b) by nationally recognized overnight courier; (c) by facsimile, provided such notice is also sent by the sender by any of the methods referenced in (a) or (b); or (d) personally. Couriered, mailed or personally delivered

notices shall be deemed delivered when actually delivered as addressed, or if the addressee refuses delivery, when presented for delivery notwithstanding such refusal. Notices sent by facsimile shall be deemed delivered when sent, with electronic confirmation of receipt evidencing the same, provided such notice is also sent by the sender by any of the methods referenced in (a) or (b). Unless a Party changes its address by giving notice to the other Parties as provided herein, notices shall be delivered to the Parties at the addresses and to the attention of the Parties set forth below:

Potential Defendants: In each case, at the address listed for such Potential Defendant with its signature hereon, with a copy to any person, as set forth in the Notice Address for such Potential Defendant set forth beneath its signature.

Bondholders: In each case, at the address listed for such Bondholder with its signature hereon, with a copy to Ropes & Gray, as set forth in the Notice Address for such Bondholder set forth beneath its signature.

10. Each of the Parties hereto hereby represents and warrants that this Agreement is its legal, valid and binding obligation and agrees not to contest the enforceability of this Agreement in any bankruptcy or insolvency proceeding or Action. The Parties have entered into this Agreement freely and voluntarily, after having consulted with counsel and after having the terms of this Agreement explained to them by counsel. The Parties appreciate and understand the terms contained in this Agreement and are fully satisfied therewith. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of its other provisions, and it is the intent of the Parties that this Agreement be given effect to the maximum extent possible.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement is an agreement under seal, and shall be governed by the internal laws of The Commonwealth of Massachusetts.

JUN-26-2001 14:13

ROPES &amp; GRAY

PRUDENTIAL NATIONAL MUNICIPALS FUND, INC.  
By: The Prudential Investment Corporation, its investment adviser

By: Title: *Vice President*Bonds: \$ 1,000,000 *WHR*

Notice Address:

c/o Prudential Investments  
Fixed Income Research  
2 Gateway Center  
Newark, New Jersey 07102  
Telecopier: 973-802-3181  
Attention: Gyliane Morgan

Copies to:

Prudential Investment Corporation  
Legal Department  
2200 Ross Avenue, Suite 4200E  
Dallas, Texas 75201  
Telecopier: 214-720-6296  
Attention: William Bulmer, Esq.

-and-

Ropes & Gray  
One International Place  
Boston, Massachusetts 02110  
Telecopier: 617-951-7050  
Attention: Steven T. Hoort, Esq.



SMITH BARNEY MUNICIPAL HIGH INCOME FUND

By: 

Title: *Vice President*

Bonds: \$ *2,345,000*

Notice Address:

c/o SSB Citi Asset Management Group  
388 Greenwich Street  
New York, New York 10013  
Telecopier: 212-816-5134  
Attention: Rocco Gagliardi

Copy to:

Ropes & Gray  
One International Place  
Boston, Massachusetts 02110  
Telecopier: 617-951-7050  
Attention: Steven T. Hoort, Esq.

T. ROWE PRICE TAX-FREE HIGH YIELD FUND, INC.

By: *MM*  
Title: Vice President

Bonds: \$ 6,000,000

Notice Address:

c/o T. Rowe Price Associates, Inc.  
100 East Pratt Street  
Baltimore, Maryland 21202  
Telecopier: 410-345-4672  
Attention: G. Richard Dent  
Lee Arnold

Copy to:

T. Rowe Price Associates, Inc.  
100 East Pratt Street  
Baltimore, Maryland 21202  
Telecopier: 410-345-6575  
Attention: Laura Chasney, Esq.

-and-

Ropes & Gray  
One International Place  
Boston, Massachusetts 02110  
Telecopier: 617-951-7050  
Attention: Steven T. Hoort, Esq.

[Tolling #1]



ACA FINANCIAL GUARANTY CORPORATION

By: Kathleen Cully  
Title: General Counsel  
Bonds: \$ #5,510,000

Notice Address:

140 Broadway  
New York, New York 10005  
Telecopier: 212-375-2100  
Attention: Elizabeth Hill  
William J. Hogan

Copies to:

American Capital Access  
140 Broadway  
New York, New York 10005  
Telecopier: 212-375-2302  
Attention: Kathleen G. Cully, Esq.

-and-

Ropes & Gray  
One International Place  
Boston, Massachusetts 02110  
Telecopier: 617-951-7050  
Attention: Steven T. Hoort, Esq.

BRADFORD COLLEGE

By: Brenda E. Smith  
Title: VP for Administration & Finance

Notice Address:

320 South Main Street  
Bradford, Massachusetts 01835  
Telecopier: 978-372-5370  
Attention: President

Copy to:

Gadsby & Hannah LLP  
225 Franklin Street  
Boston, Massachusetts 02110  
Telecopier: 617-345-7050  
Attention: Charles A. Dale, III, Esq.

ADVEST, INC.

By: Philip S. Willman  
Title: VP & Assist. General Counsel

Notice Address:

Advest, Inc.  
90 State House Square  
Hartford, CT 06103  
Telecopier: 860-509-2143  
Attention: Lee G. Kuckro, General Counsel

[Tolling #6]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Karen M. Sughrue

Signature: Karen M. Sughrue

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

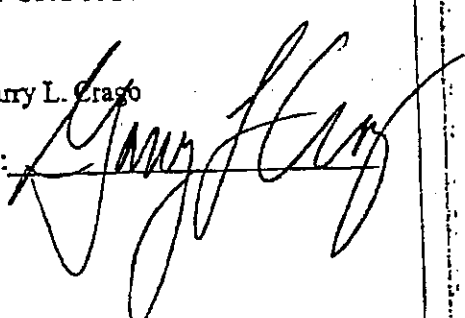
Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #7]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Garry L. Crago

Signature: 

Notice Address:

\_\_\_\_\_, Massachusetts  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

(Tolling #3)

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Jean W. Childs

Signature: Jean W. Childs

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #9]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Paula Edwards Cochran

Signature: Paula Edwards Cochran

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

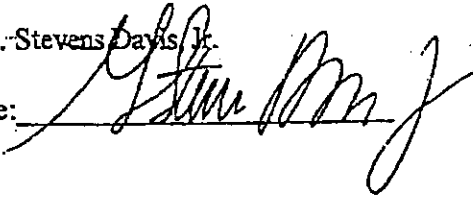
Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #10]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: G. Stevens Davis, Jr.

Signature: 

Notice Address:

3 Dorian Drive  
Bradford, Massachusetts 01835  
Telecopier: 617-346-4819

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #11]



PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Julia B. DeMoss

Signature: Julia B. DeMoss

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #12]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: William R. Dill

Signature: William R. Dill

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #13]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Leslie A. Ferlazzo

Signature: 

Notice Address:

7 LORUM STREET  
NEWBURYPORT, Massachusetts 01950  
Telecopier: 617-523-0229

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #14]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Joyce Schaffer Fleming

Signature:

*Joyce Schaffer Fleming*

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

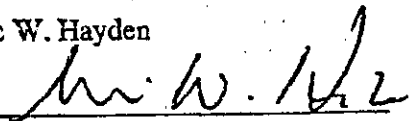
Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #15]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Eric W. Hayden

Signature: 

Notice Address:

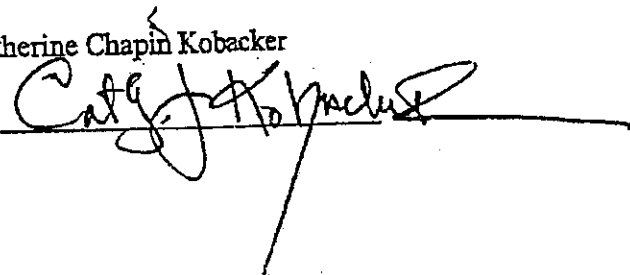
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Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Catherine Chapin Kobacker

Signature: 

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #17]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Anne Upson Marcus

Signature: *Anne Upson Marcus*

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #18]

RECEIVED  
MAY 11 2005  
U.S. DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
BOSTON

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Celeste Reid Lee

Signature: Celeste Reid Lee

Notice Address:

50 WAVERLY STREET  
BROOKLINE, Massachusetts 02445  
Telecopier: 617-566-4752

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #19]



06/25/01 09:49 FAX 817 345 7050

GADSBY HANNAH

030/034

**PRESENT OR FORMER OFFICERS AND TRUSTEES**

Name: Richard J. Sheehan, Jr.

Signature: 

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #20]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Joseph Short

Signature: Joseph Short 6/25/01

Notice Address:

23 Claremont Park  
Boston, Massachusetts, MA 02118  
Telecopier: \_\_\_\_\_

Copy to:

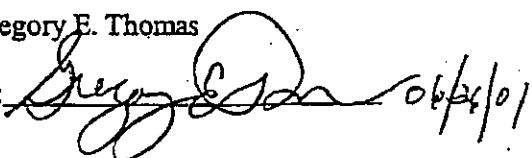
Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #21]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Gregory E. Thomas

Signature:



Notice Address:

P.O. Box 1891  
Andover, Massachusetts 01810  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #22]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Susan K. Turben

Signature: Susan Kimberly Turben

Notice Address:

8966 Booth Road  
Mentor, OH 44060  
Telecopier: 440-585-9960  
Telephone: 440-585-9097  
Home: 440-256-3296

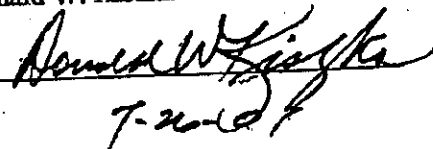
Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq

[Tolling #23]

PRESENT OR FORMER OFFICERS AND TRUSTEES

Name: Donald W. Kiszka

Signature:   
T-20-07

Notice Address:

\_\_\_\_\_, Massachusetts \_\_\_\_\_  
Telecopier: \_\_\_\_\_

Copy to:

Hale & Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
Telecopier: 617-526-5000  
Attention: Hugh R. Jones, Jr., Esq